

SECTION E

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SECTION E  
INSPECTION AND ACCEPTANCE

E1 Clauses Incorporated by Reference.

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies – Fixed Price	JUL 1985
52.246-4	Inspection of Services – Fixed Price	FEB 1992
52.246-15	Certificate of Conformance	APR 1984
52.246.16	Responsibility For Supplies	APR 1984

<u>DFARS NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	DEC 1991

E2 Point of Inspection and Acceptance.

- 2.1 Inspection and acceptance of all hardware and software, including packaging and marking requirements of Section D, shall be performed at origin by the cognizant Defense Contract Management Area Office (DCMAO) Quality Assurance Representative (QAR) or his representative, who will sign an appropriate inspection document (e.g., DD Form 250, DD Form 1155) attesting to item acceptance. Point of inspection and acceptance is as follows: At: PRD Integration Center, 450 Spring Park Place, Herndon, VA 22070 By: DCMAO Baltimore, MD.
- 2.2 All other contract CLINs, exclusive of hardware, software and data, and those Government sites that require the performance of an Acceptance Test on the hardware and software require the identification of a Contracting Officer's Representative (COR) for each delivery order. Inspection and acceptance of these CLINs shall be performed at the "Ship to" destinations specified on individual delivery orders by the COR or agency equivalent, designated on the delivery order or his duly authorized representative, who will sign an appropriate inspection document attesting to item acceptance and to the services performed by the Contractor. Paragraphs E3.1 thru E3.6 shall apply only when Inspection and Acceptance is at destination and acceptance testing is being performed. Data will be inspected and accepted in accordance with block 7 of the CDRLs contained in the Exhibits.
- 2.3 Inspection and acceptance of all delivery orders that include CLINs 0012, 0013, 0015 and 0034 shall be performed at destination in accordance with paragraph 2.2; with the exception of CLINs 0013AD, 0013AG, 0013AH, 0013AK, 0013AL and 0013AM. These CLINs may be designated as Source or Destination Acceptance.

E3 Acceptance.

3.1 General.

3.1.1 The Government shall provide a point of contact to the Contractor for the installation and acceptance test.

3.1.2 The Contractor shall provide a point of contact to which failures may be reported at any time during the acceptance test.

3.1.3 The Contractor shall provide maintenance for all components involved in the acceptance test.

3.1.4 During the acceptance test the Government may test any and all components against any of the requirements specified in Section C as well as any additional capabilities as proposed by the Contractor.

3.1.5 Prior to the start of the initial acceptance test, the Contractor shall load and install all ordered components, install the LTD files, and perform the LTD list of functional demonstrations. The Government reserves the right to provide, setup, and run an RTE during the initial acceptance test.

3.2 Certification and Approval. Upon installation of components ordered by the Government, the Contractor shall attest in writing to the designated QAE or his representative at the installation site that the components are integrated and ready for use by the Government. The Government shall either approve or disapprove the start of the acceptance test in writing within two work days. The approval shall also include the acceptance test start date.

3.3 Acceptance Testing. The Government will start the acceptance test not later than the thirty-first day following Contractor's written approval the system or component is ready. For orders of local area network (LAN) components, internal components and software for the network server, or internal components and software for the intelligent workstations without the corresponding installation, upgrade, or configuration CLIN, the Government will begin acceptance testing not later than the thirty-first day following delivery of the components to the site.

3.4 Government Caused Delay. Should the Government delay start of acceptance testing for a system or component beyond the thirty-first day, then the Government will pay to the Contractor charges accruing at the daily rate of 0.0011 of the system's or component's purchase price, beginning on the thirty-second day and including the first day on which acceptance testing begins.

3.5 Standard of Performance. Delivered components individually and collectively, shall conform to the technical specifications and functional descriptions quoted in the Contractor's proposal, and shall pass the acceptance test within the acceptance test period described in the paragraphs below. If the delivered components, individually or collectively, do not conform to such specifications and descriptions or fail to pass the acceptance test within such period, the Government, in its sole discretion, may require a replacement for, or repair of, the components that fail to conform or pass the test or may proceed under the provisions of FAR Clause 52.249-8, entitled "Default (Fixed-price Supply and Service)," that is incorporated by reference in Section I of this contract.

- 3.5.1 When a component is undergoing an acceptance test, the Government shall keep a log of productive time and downtime for each component being tested. The components shall only be available to the Contractor for repair during the 9-hour period of the acceptance test as specified by the Government.
- 3.5.2 All initially installed (first article acceptance test, see paragraph F4.1) hardware/software components must successfully perform a 22 consecutive work day acceptance test at 98 percent component effectiveness level (CEL) within 90 calendar day acceptance period. The acceptance test shall run 9 hours per day.
- 3.5.3 All subsequently installed components must successfully perform a 10 consecutive work day acceptance test at 98 percent CEL within the 45 calendar day acceptance period. The acceptance test shall run 9 hours per day, (at a period to be specified by the Government) Monday through Friday, excluding Federal holidays.
- 3.5.4 All components that are modified or substituted after the individual component acceptance test must successfully perform a 10 consecutive work day acceptance test at a standard rate of 98 percent CEL within the 45 calendar day acceptance period. The acceptance test shall run 9 hours per day, (at a period to be specified by the Government) Monday through Friday, excluding Federal holidays.
- 3.6 Notifications. The QAE specified on the individual delivery order will notify the Contractor in writing of the computed first day of the successful acceptance test within two working days from the last day of the successful acceptance test.
- 3.7 Partial Deliveries. All delivery orders issued shall be permitted to be partially shipped, accepted and paid. However, the Government ordering and accepting authorities are reserved the unilateral right to have only full, complete orders accepted and paid, if expressly stated on the delivery order(s).
- 3.8 Site Access. The Government will provide the Contractor access to the site, for the purpose of installing the equipment, at least 30 calendar days prior to the installation date.
- 3.9 Post-award Trusted Computing Base (TCB) Test. If the Contractor did not accomplish the pre-award LTD utilizing the NCSC evaluated TCB B1 level operating system (see paragraph F4.8), the Contractor shall do so after contract award, at the Government's option. This test shall be run at the Contractor's site. The programs, run frequencies, input data, and processing procedures shall be identical to those used at the pre-award live test demonstration (LTD). This test must at least meet Attachment 6, system performance (mandatory average number of iterations) and shall not reflect a performance degradation of more than 10 percent from the pre-award LTD performance. In the event that system and component performance is degraded, the Contractor shall provide any additional equipment or software necessary to bring the system within 10% of its former performance level at no cost to the Government or, at the Government's option, otherwise compensate the Government for loss of system and component performance capability.

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